

## Exhibit 3

## FORM B

### SPECIAL ATTRITION PROGRAM CONDITIONS OF PARTICIPATION RELEASE FORM

Delphi has discussed with me the option of separating from my employment with Delphi under the terms of the IUE-CWA-GM-Delphi Special Attrition Program dated June 16, 2006 ("Special Attrition Program") as negotiated by Delphi, GM, and the IUE-CWA. I have evaluated the benefits and options made available to me and have decided to separate from employment under the option I have checked on the Special Attrition Program form. My separation will be effective at the time called for in the option I have selected.

I acknowledge that the benefits provided to me under the option of the Special Attrition Program which I have selected are greater than the benefits to which I would otherwise be entitled and that such benefit package is available only under the terms of the Special Attrition Program to those employees who meet all eligibility criteria for the option I have selected and who agree to separate on the applicable date.

Further, I acknowledge that the benefits to which I am entitled are determined solely by the written provisions of the Special Attrition Program and the written provisions of the applicable Delphi employee benefit plans and programs.

I understand that any payments or benefits provided under the Special Attrition Program will be subject to all applicable taxes.

I am satisfied with the terms of the Special Attrition Program. I acknowledge that I am voluntarily accepting it. This acceptance is not under duress and I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge that I am not entitled to disability pay or benefits. I acknowledge no prior representations, promises or agreements relating to my employment and separation have been made by Delphi, GM, or the IUE-CWA which are contrary to this agreement and the provisions of the Special Attrition Program and my acceptance constitutes the entire and only agreement between me and Delphi. I understand that I shall not be eligible for recall to work or reemployment by Delphi, any of its subsidiaries or any other entity in which the Corporation has an ownership interest.

I understand that Delphi and the IUE-CWA may be considering and in the future may agree to amend Delphi's benefit plans and make available different retirement, placement, or separation benefits for which I may not be eligible. Neither this agreement nor the provisions of the Special Attrition Program limit or in any way modify the provisions of any benefit plan.

In consideration for participation in the Special Attrition Program, I hereby release and forever discharge Delphi, GM, and the IUE-CWA and their respective officers, directors, agents, employees, stockholders and employee benefit plans from all existing claims, demands and causes of action (claims) known or unknown which I may have related to my employment or the cessation of my employment or denial of any employee benefit. This release specifically includes, without limitation, a release of any claims I may now have under The Employee Retirement Income Security Act of 1974, as amended (ERISA); the Age Discrimination in Employment Act, which prohibits discrimination in employment based on age; Title VII of the Civil Rights Act of 1964 as amended, which prohibits discrimination in employment based on race, color, national origin, religion or sex; The Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Equal Pay Act; state fair employment practices or civil rights laws; and any other federal state or local laws or regulations, or any common law actions relating to employment discrimination. This includes without limitation any claims for breach of employment contract, either express or implied, and wrongful discharge. The release does not waive any claims that arise after the date I separate from Delphi under this Agreement. The release does not include workers' compensation claims. I further agree not to institute any proceedings against Delphi, GM, the IUE-CWA, or its officers, directors, agents, employees, stockholders or employee benefit plans related to my employment, cessation of my employment, or the denial of any employee benefit.

I understand that this Release Form does not authorize Delphi to exclude me from future increased pension or other benefits, if any, for which I may otherwise be eligible.

I acknowledge that I have been given a period of forty-five (45) days to review and consider this agreement before signing it. If I execute this agreement, I shall have a period of seven (7) days to revoke, in writing, my acceptance, and this agreement shall not be effective until expiration of this seven (7) day period. I have also been advised to consult with an attorney, but understand whether or not I do so is my own decision. I understand that once the seven (7) day revocation period expires, my acceptance is irrevocable.

I acknowledge that I have been informed in writing and in an understandable manner as to the class, or group of individuals covered by the Special Attrition Program, any eligibility factors and time limits applicable to the Special Attrition Program, the job titles and ages of all individuals eligible or selected for the Special Attrition Program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the Special Attrition Program.

If any provision or portion of this agreement is held unenforceable or invalid for any reason, all remaining provisions of this agreement shall remain in full force and effect. I have carefully read this agreement and understand it.

Name: JAMES R. PENNEY  
(Please print)

Signed: James R. Penney

Social Security #: 287-50-5356

Dated: 8/7/06

Witness: [Signature]

Delphi Corporation: sym. m. m. 8/7/06

IUE-CWA – Delphi Jointly Approved Release  
(Final June 2006)